

ORIGINAL

CONSTRUCTION CONTRACT- REMODELING1. AGREEMENT

This Construction Contract ("Contract"), is made and entered into by and between SABATELLO CONSTRUCTION OF FLORIDA, INC., a Florida corporation, whose address is [REDACTED] Palm Beach Gardens, Florida 33418, [REDACTED] ("Contractor"), and Paul and Kathleen Manafort ("Owner").

Owner's Contact Information: Home: ( ) \_\_\_\_\_ Business: ( ) \_\_\_\_\_  
 Cell (Mr.): [REDACTED] Cell (Mrs.): [REDACTED]  
 Fax: ( ) \_\_\_\_\_  
 Email (Mr.): [REDACTED]  
 Email (Mrs.): \_\_\_\_\_

Owner's Mailing Address: [REDACTED]

Palm Beach Gardens FL 33418  
 City State Zip Code

Subject "Property" Address: [REDACTED] Palm Beach Gardens, FL 33418

Legal Description: Hansen-JDM PL 1 Lt 76

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the terms and conditions set forth in this Contract.

2. DESCRIPTION OF WORK TO BE PERFORMED

Contractor is duly licensed to the extent required by state and local law and agrees to construct certain improvements within the existing home on the Property, and to provide labor, services and/or materials necessary to construct and/or modify the improvements in substantial conformity with the scope of work set forth on attached Schedule "A" (the "Work"), as it may be amended from time to time as set forth herein.

3. CONTRACT PRICE

3.1 Contract Price. Owner agrees to pay Contractor Thirty Eight Thousand, Four Hundred, Seventy Five Dollars and 00/100 (\$38,475.00) ("Contract Price"), together with adjustments, if any, for change orders as described in paragraph 4.4, and for any cost increases as described in paragraph 4.7, if applicable, and/or any other applicable paragraph of this Contract, to be paid in accordance with paragraph 3.2 below.

3.2 Payment Schedule. The Contract Price shall be payable in accordance with the "Draw Schedule" attached hereto as Schedule "B". Each "Draw", and any other sums due from Owner hereunder, shall be payable within five (5) days of notification from Contractor; such notification can be verbal, via electronic mail or facsimile and will be sent approximately three (3) calendar days prior to the due date. In the event that Contractor does not receive timely payment of the Deposit, Draw, Change Order or other sum due from Owner, Contractor may immediately stop all Work on the Property until it receives payment from Owner, with interest (commencing as of the date that the delinquent sum becomes due), on all delinquent sums at the rate of ten percent (10%) per annum.

Due to scheduling, coordination and product availability, each Draw Description of Work as stated in the attached "Draw Schedule" (Schedule "B") may be partially completed and is acceptable to adjust the Draw Amount due and request a partial Draw Amount to be paid to Contractor. A partial draw may be requested by Contractor and is subject to the same terms as stated above.

RC-1

Owner Initials [Signature] Contractor Initials [Signature]

#### 4. PERFORMANCE OF THE WORK

4.1 Commencement of Work and Completion Date. Contractor shall commence Work within thirty (30) days of the satisfaction of the following: (i) the Contractor is provided with exclusive access to that portion of the Property subject to the Work with all personal property and furnishings removed and water and electric utility service is available and serving the Property; (ii) Contractor has received all necessary Owner and third-party approvals, including but not limited to, approval by the applicable property owners association, if necessary, which association approval shall be the responsibility of the Owner to obtain; (iii) the building permit has been issued, which permit shall be the responsibility of the Contractor to obtain; and (iv) the notice of commencement for the Work is properly completed, executed by Owner and recorded in the Public Records of Palm Beach County, Florida by the Contractor. The "Anticipated Commencement Date" for the Work is November 21, 2011. The "Anticipated Completion Date" for the work is December 20, 2011. The Contractor will be responsible to coordinate and assist the Owner at Owner's expense in completing the items of this paragraph. The Owner agrees to complete and execute any standard forms and applications required by this paragraph.

4.2 Work and Variations. The Work will be performed in accordance with all applicable laws. The interiors, paint, carpet, tile, cabinetry, and the like included in the Work are subject to shading and gradation and may vary from samples, models and/or color charts. Owner acknowledges and expects that all exposed wood and tile are subject to variations in color, unevenness, and non-structural changes and cracks, and Contractor will not be responsible for any repair, replacement, or damages due to any of such causes. After written notification to Owner, the Contractor, in its reasonable judgment, may change or substitute products, materials, equipment, fixtures and appliances used in the Work with items of substantially equal or better quality without additional cost to Owner in the event that there is a change in style, make, function, appearance, quality and/or availability of any such items.

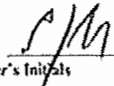
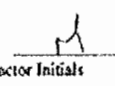
4.3 Access to Property; Interference with Work. Owner hereby grants Contractor, its agent, subcontractors and employees an exclusive license to enter the Property effective upon the execution of this Contract and continuing until the Work is completed and all contractual payments have been made, in full, to the Contractor. Due to various insurance requirements beyond Contractor's control, and for Owner's safety, during working hours while construction of the Work is ongoing, neither Owner nor Owner's agents shall occupy or enter into that portion of the Property subject to the Work or cause any personal property, including but not limited to furniture and furnishings, to be stored, located or otherwise placed within that portion of the Property subject to the Work. Owner shall not in any event interfere with the construction of the Work, or otherwise prevent, deter or hinder Contractor, its employees, agents and sub-contractors, from performing any obligation hereunder. A violation hereof shall, at the option of Contractor, constitute a default under this Contract. Owner shall not permit or proceed with any additional work by others until any and all municipalities or governmental offices have issued a Certificate of Completion for the work performed under this contract and/or approved Changes.

4.4 Selections and Changes. Owner shall make all material and color selections ("Selections") for the Work within five (5) days from the date Owner executes this Contract, but not later than eight (8) days prior to the Anticipated Commencement Date. It is understood that in the event the Selections are not made within such time, may cause a delay in construction and the Anticipated Completion Date..

If any alteration or modification of the Work or extras are requested by Owner, such requests shall be authorized in the form of a written "Change Order". The Contractor will provide to the Owner written notice of change and adjustments along with the amount of adjustment to the Contract Price in a method of Change Order, including payment time schedule, that will amend the Contract Price paragraph 3.1. Contractor will not proceed with any change in Work until same has been directed by written Change Order, signed by the Owner and Contractor, specifying the adjustment, if any, in the compensation and time for performance occasioned thereby. If the Contract Price or Draw Schedule changes as a result of the Selections or a permitted Change Order, then Owner and Contractor shall agree on a new Draw Schedule. Each Change Order, if applicable, and will clarify any delay and amend the Anticipated Completion Date.

4.5 Express Limited Warranty. Contractor warrants the Work against deficiencies in the materials or their installation, except for normal swelling, expansion and contraction, for a period one (1) year from the date of the substantial completion of the Work (the "Warranty"). This Warranty does not extend to and in no event shall Contractor be responsible for: (i) damage due to or made worse by

RC-2

Owner's Initials  Contractor Initials 

Owner neglect, misuse, abnormal use and/or improper homeowner maintenance; (ii) damage due to ordinary wear and tear; (iii) loss or injury caused in any way by the elements; (iv) irregularities and conditions resulting from or that are characteristic of and common to the materials used; (v) work performed by others; (vi) damage caused by defects in the work performed by others or in the existing improvements on the Property; (vii) conditions resulting from condensation on, or the expansion or contraction of materials resulting from the existing improvements on the Property; and (viii) incidental or consequential damages or personal injuries arising from a breach of this or any warranty. This Warranty is not transferable to Owner's successor in interest to the Property and terminates upon the earlier of transfer of title to the Property or on the date provided above.

4.6 Walk-Through Inspection. Upon substantial completion of the Work, and prior to making the Final Payment, Owner and Contractor shall, at a reasonable time established mutually by Owner and Contractor, conduct a "Final Walk-Through Inspection" of the Property for the purpose of preparing a "Punch List" of those items yet to be adequately completed which shall be signed by Owner. As to those items set forth in the Punch List which are truly defects in workmanship or materials, keeping in mind the standard of construction prevalent in Palm Beach County, Florida, relative to the type and price of construction typically involved in the community where the Property is located, Contractor shall be obligated to correct such items at its expense within thirty (30) days after the Final Walk-Through Inspection (provided material and supplies are available).

4.7 Utilities and Governmental Agency. Owner shall provide, at Owner's expense, all utilities to the Property necessary to perform the Work, including without limitation, water and electric service.

Owner shall pay any and all increases in the Contract Price due to any additional work required to the Scope of Work (attached "Schedule A"), resulting, caused or required by building code or governmental agencies..

4.8 Final Payment. Once the Work is substantially complete and concurrently with the making of the Final Payment to Contractor, Contractor shall provide Owner with: (i) a final affidavit signed by Contractor stating that there are no pending payments to subcontractors and/or any other persons or companies involved in the Work, and that there are no existing pending claims or liens; and (ii) final waiver and release of lien executed by Contractor.

4.9 Insurance. Contractor shall, at its cost, carry worker's compensation and general liability insurance coverage, as required by law. Contractor will provide the Owner a Certificate of Insurance that will identify coverage for both Worker's Compensation and General Liability Insurance.

If and when applicable, the Contractor will provide for the Owner, at Owner's cost, Builder's Risk Insurance on the Property during the term of this Contract in an amount equal to the Total Price, and shall cause Owner to be listed as an additional insured. The Contractor will issue the Owner a Change Order for the actual cost of insurance for the Owner to reimburse Contractor.

4.10 Completion. On or before final payment, Contractor shall remove all construction waste, rubbish, materials, tools, equipment and machinery, and shall leave the area of the Property that was subject to the Work "maid clean", or its equivalent, except as otherwise specified.

4.11 Job Site. Contractor shall, during construction of the Work, keep the subject area of the Property reasonably clear of unnecessary construction debris, trash and equipment.

## 5. OWNER REPRESENTATIONS AND COVENANTS

5.1 Representations, Warranties and Covenants of Owner. Owner warrants and represents to Contractor that Owner has fee simple title to the Property, free and clear of all liens and encumbrances except for first mortgage financing, if any, and Owner shall submit proof of same to Contractor immediately upon request. Owner further warrants that Owner has legal right of access to the Property and all rights of title, including easements and licenses necessary for the Work, use and occupancy of the Property. Owner is financially able to pay Contractor the Contract Price on the due dates specified herein.

## 6. DEFAULT

6.1 Default By Contractor. In the event Contractor fails to perform any of Contractor's obligations or covenants under this Contract, through no fault of Owner, and Owner is not in default, Contractor shall have thirty (30) days from the date written notice of breach is received by

RC-3

Owner's Initials  Contractor Initials 



Contractor from Owner within which to cure such breach. If Contractor fails to cure same within thirty (30) days, or, with respect to any matter which cannot reasonably be cured within thirty (30) days, Contractor fails to commence to cure within thirty (30) days, Owner shall have the right, as its sole and exclusive remedy, to terminate this Agreement recover the Deposit and amounts paid hereunder to Contractor, less the cost of any Work performed hereunder by Contractor, in which case this Contract shall be terminated and the parties shall have no further rights or obligations hereunder.

**6.2 Default By Owner.** If Owner fails to perform any one or more of Owner's obligations under this Contract, then Contractor shall have the right to (i) stop all Work hereunder until Owner cures said default, pays all money due to date or (ii) terminate this Contract, in which case the Contractor shall be entitled to recover from Owner all sums it is owed for Work performed, material purchased and any deposits paid under this Contract, and upon payment of said sums the parties shall have no further rights or obligations hereunder. Until any such delinquent payment is made, Owner agrees to reimburse Contractor for any additional costs incurred because of the delay, including but not limited to, interest and carrying costs on materials and supplies for the Property.

**6.3 Termination.** If Work is stopped for a period of sixty (60) continuous days for any reason outside of Contractor's control, Contractor or Owner may upon seven (7) days notice to each other, terminate this Contract. Any partial Draw, and Change Order(s) will be paid by Owner to Contractor for Work completed as of the date of Contract termination.

## **7. MISCELLANEOUS**

**7.1 Entire Agreement and Amendments.** This Contract supersedes any and all understandings and agreements between the parties hereto whether oral or written, and this Contract represents the entire agreement between the parties hereto with respect to the subject matter hereof. No representations or inducements made prior hereto which are not included and embodied in this Contract shall be of any force and effect. This Contract may be amended, altered or modified only by a written agreement executed by the parties and attached hereto.


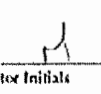
**7.2 Governing Law and Venue.** This Contract shall be construed under and interpreted according to the laws of the State of Florida, and venue with respect to any litigation arising hereunder shall be Palm Beach County, Florida.

**7.3 Arbitration.** In the event that any controversy or dispute arises under this Contract, either party shall have the right to compel that the controversy or dispute be settled by arbitration. In the event that arbitration is compelled under this subparagraph, such arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrators shall consist of three (3) members of the American Arbitration Association, one (1) to be selected by Owner, one (1) to be selected by Contractor, and one (1) to be selected by the arbitrators selected above. The arbitrators must be familiar with residential developments in northern Palm Beach County similar in nature and style to comparable homes in the community where the Property is located. The arbitrators shall have the powers (which may be exercised by a majority of the arbitrators) set forth in the Florida Arbitration Code, and the hearing(s) shall be conducted in accordance with said Code. An award shall be entered by the arbitrators within thirty (30) days after the conclusion of the hearing hereunder, and such award shall be complied with within fifteen (15) days after a copy of such award has been delivered to the party directed to comply with such award. The arbitrators' expenses and fees, together with other expenses incurred in the conduct of the arbitration, shall be provided for in the award. It is the specific intent of the parties hereto that any application to a court under the arbitration proceedings be made to a court in Palm Beach County. In the event that the venue of any court action under the arbitration proceedings is other than Palm Beach County, this subparagraph, at the option of either party to the arbitration proceedings, shall be null and void and the arbitration proceedings shall be terminated (and the parties shall be entitled to pursue any other remedies set forth in this Contract).

**7.4 Attorneys' Fees and Costs.** In connection with any litigation, arbitration or dispute arising out of this Contract, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and costs at any pre-trial, trial, appellate, post-judgment, collection, bankruptcy and arbitration proceeding whether or not suit is brought.

**7.5 Delinquent Payment.** If Owner is delinquent in the payment of any sums due under this Contract, including without limitation the Deposit or any Draw, and Contractor has not elected to hold Owner in default under this Contract, then Owner shall pay to Contractor interest (commencing as of the date that the delinquent sum becomes due) on all delinquent sums at ten percent (10%) per annum.

RC-4

Owner's Initials  Contractor Initials 

7.6 Notices. All notices and other communications required or permitted to be given under or in connection with this Contract shall be in writing, including electronic mail, (e-mail), and shall be deemed given to Owner when hand delivered to Owner (which includes but is not limited to delivery by courier or FedEx) or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Owner at Owner's mailing address (as set forth on page 1 of this Contract), and shall be deemed given to Contractor when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Contractor at its address set forth on page one of this Contract, or to such other address as either Contractor or Owner shall designate by notice in accordance with this subparagraph.

7.7 Waiver. Contractor's waiver of any condition or provision of this Contract shall not be construed as a waiver of any other application of that same condition or provision, nor as a waiver of any other condition or provision herein.

7.8 Interpretation. This Contract shall not be more strictly construed against one party, than against the other by virtue of the fact that it may have been physically prepared by one party or by its attorneys, both parties (and their respective attorneys, where applicable) having participated in the negotiation of this Contract.

7.9 Time of Essence. Time is of the essence in the making of payments hereunder.

7.10 Successors and Assigns. This Contract shall not be assigned by Owner without Contractor's prior written approval, which approval may be withheld for any or no reason, and any attempt to assign this Contract without such written approval shall be null and void.

7.11 Partial Invalidity. In the event any term or provision of this Contract is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning, or be construed as deleted as such authority determines, and the remainder of this Contract shall be construed to be in full force and effect.



7.12 Disclosures.

A. The express limited warranty contained in this contract is the exclusive remedy for all defects in lieu of all other remedies whether express, implied or statutory, including without limitation, warranties with respect to fitness, merchantability, habitability, workmanship or workmanlike manner, construction or physical condition of the Work, or any Appurtenances sold pursuant to this Contract. Upon Final Payment, Contractor shall deliver to Owner all manufacturers' warranties covering the consumer products (if any) to be conveyed to Owner hereunder, provided, however, that CONTRACTOR SHALL NOT THEREBY BE DEEMED TO WARRANT ANY SUCH CONSUMER PRODUCT AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT ADOPT ANY SUCH MANUFACTURER'S WARRANTY THEREOF.

B. CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

C. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

RC-5

Owner's Initials  Contractor Initials 



FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD  
 1940 NORTH MONROE STREET  
 TALLAHASSEE, FLORIDA 32399-1039  
 (850) 487-1395

D. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID-IN-FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY. CONTRACTOR SHALL HAVE A LIEN ON THE PROPERTY FOR ALL SUMS DUE HEREUNDER.

E. Mold, spores and/or other microscopic organisms exist in the ambient air and thrive in South Florida. When used herein, "mold" shall mean the subset of organisms of the fungi family, including but not limited to, aspergillus, penicillium and stachybotrys, which may produce mycotoxins, and the term "mold" shall also include any molds which are currently considered "toxic" and any molds which are not currently considered "toxic" (but may be considered "toxic" in the future). Mold may cause physical injuries, allergic reactions and/or respiratory reactions in a healthy person and in particular to persons with immune system problems, young children and/or elderly persons.

Although there is no way to prevent mold from being present in a home, Owners must take steps to control the presence of mold on your Property and in your Home. Specifically, you must: (i) have your HVAC system professionally cleaned and maintained regularly; (ii) maintain the temperature within the Home between 68° and 74° degrees Fahrenheit during the winter and 73° and 79° degrees Fahrenheit during the summer and the relative humidity within the Home between 30 and 55 percent humidity at all times, even when you are not in the Home; (iii) inspect the Home regularly for the presence of mold or any conditions that can be expected to give rise to mold (e.g., instances of water intrusion, water leaks, water damage, mold growth, repeated complaints of respiratory ailment or eye irritation); and (iv) cause any mold and mold conditions found to be promptly repaired and remediated by a licensed and qualified professional pursuant to industry standards. A mold outbreak is likely to occur after a water leak or after the floor, ceiling, walls or flooring of your Home get wet or humid. Any areas damaged by water or excessive humidity must be properly remediated, and the source of the water intrusion or excess humidity must be properly repaired. The Contractor's Work does not include the remediation of any mold found in the Home during the performance of the Work, and the Contractor's Warranty does not cover damage or injury to the Property or its contents or persons resulting from mold and caused by conditions, work and/or materials not caused by or performed by the Contractor during the Work, and in no event shall Contractor be liable for any damage or injury suffered to the Property, its contents or persons caused by mold resulting from conditions, work and/or materials not caused by or performed by the Contractor during the Work. Owner acknowledges and agrees to accept full responsibility for mold currently in the Home and to hold harmless, release and indemnify Contractor, its employees, agents, officers and successors from any and all liability relating to mold on or in the Property. The provisions of Chapter 558, Florida Statutes, and the arbitration provisions of the Contract shall apply to all matters relating to mold including, but not limited to, any claims relating to personal injury.

7.13 Force Majeure. Notwithstanding anything to the contrary contained herein, Contractor shall not be liable for any delay or default in performing hereunder (except for the payment of money) if such delay or default is caused by conditions beyond its control including, but not limited to labor strikes (whether lawful or not), fire, hurricanes, adverse weather conditions, unavoidable casualties, Acts of God, vandalism, terrorism, civil unrest, moratoriums and the like, including inability to obtain labor and materials resulting from the acts listed above. Owner shall be responsible for any cost overrun as a result of such excused delay. The Contractor will provide written documentation which is to outline the details associated with this paragraph.

RC-6

  
 Owner's Initials

  
 Contractor Initials

7.14 Time for Acceptance. If this Contract is not executed by Contractor and Owner on or before November 18, 2011 this Contract shall be null and void. The date of this Contract, for purposes of performance, shall be regarded as the date when the last one of Contractor and Owner has signed this Contract.

The parties have executed this Contract on the dates set forth under their respective signatures.

OWNER:

(1) [Signature] 11-14-11  
(Signature) Date  
Print: Paul T. Sabatello

(2) \_\_\_\_\_  
(Signature) Date  
Print: \_\_\_\_\_

CONTRACTOR:

SABATELLO CONSTRUCTION OF FLORIDA, INC., a Florida corporation  
Florida License No. QB24024, Cert. No. CGC012501

[Signature] 11/12/11  
(Signature) Date  
Paul T. Sabatello, Vice President

RC-7

Owner's Initials [Signature] Contractor Initials

**Sabatello Construction of Florida, Inc.**

**Schedule "A"**  
for  
**Paul and Kathy Manafort**  
[REDACTED]  
Palm Beach Gardens, FL 33418

**FEATURES INCLUDED IN CONTACT**

**A. GENERAL:**

1. Building Permit fees.
2. Dust minimization protocols in all finished areas adjacent to construction.
3. Protection of flooring and walls approaching the Work area and within the Work area.

**B. MASTER BATHROOM SHOWER:**

1. Remove and dispose existing marble wall, ceiling and shower floor, only in Master Bathroom Shower.
2. Remove and dispose existing shower enclosure.
3. Remove and dispose existing shower plumbing valves and trim.
4. Remove, dispose and safely off the existing exhaust fan in Master Shower.
5. Install embedded plywood backing on shower walls for future grab bars.
6. Supply and install new piping, rough valves and trim for the following plumbing changes to the Master Shower: ( all trim finished in Brushed Nickel)
  - Add one new multi-function shower head on separate arm. Kohler #K16167-BN
  - Add one new 3/4" Thermostatic valve, Kohler K-669-KS-NA
  - Add one new Kohler Revival shower trim, Kohler KT16175-4-BN
  - Add three new 3/4" volume controls, Kohler K671-K-NA
  - Add three new volume control trims, Kohler KT16177-4-BN
  - Add one new separate adjustable handheld shower. Kohler K10286-BN
  - Add one new 14" shower. rain head Kohler K13691-BN
  - Remove and replace existing steam shower with, Steammist Model # 1520
7. Install new Durock® marble backer board on entire shower walls and ceiling.
8. Supply and install Emperador Dark polished marble, 12" x 12", on shower walls and ceiling. Square lay on walls and ceiling. Wall below seat to be 12" x 12" square lay Emperador Dark polished.
9. Add two (2) separate recessed shampoo cubbies, left and right, of shower heads on North wall of shower.
10. Supply and install one 6" wide listello band of 1" x 1" honed Emperador Dark marble, set on diagonal and trimmed top and bottom with 3/4" x 12" honed pencil boarder. Location to be set approximately 60" above shower floor, but positioned to not conflict with plumbing valves or shampoo recessed cubbies.
11. Supply and install tumbled 4" x 4" Emperador Dark marble shower floor, set on diagonal.
12. Supply and install polished slab marble, Emperador Dark, seat in shower with 1-1/2" full bullnose.
13. Remove existing single recessed light fixture and replace with two (2) low voltage mini recessed fixtures, positioned to accommodate the new rain head.
14. Supply and install new 3/8" thick, clear glass frameless shower panel and door, in similar configuration to existing, with operable top vent above door.
15. Supply and install new heated 12" x 12" fogless mirror by, "The Shower Clear Mirror™" to the back wall of the left shampoo cubby.

RC-8

Owner's Initials

Contractor Initials



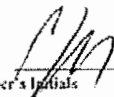
**Schedule "B"****Draw Schedule**

		<u>Description of Work</u>	
Deposit	20%	Due at Signing of Contract	\$7,695
Draw #1	10%	Upon completion of Interior Bathroom Demolition and Tile Removal	\$3,847
Draw #2	20%	Upon Installation of Plumbing Roughs, and Durock Ready for Marble Installation	\$7,695
Draw #3	20%	Upon Installation of Marble	\$7,695
Draw #4	20%	Upon Installation of Plumbing Trims	\$7,695
Draw #5	10%	Upon Completion of Balance of Scope of Work	\$3,848
<b>TOTALS</b>	<b>100%</b>		<b>\$38,475</b>

The Owner understands and agrees of the following pertaining to the Draw Schedule above:

1. Pre-paid deposits and advancements, may be necessary due to ordering, scheduling or requirements by Vendors and Suppliers. Any advanced payments of the Draw Schedule will be adjusted accordingly.
2. The Draws as outlined above, may vary or be altered in the order due to scheduling . If the work has been performed and completed for each draw, then the draw is due and payable, regardless of order identified above.
3. The Draw Description of Work to be completed may be partially completed and is acceptable to adjust the Draw Amount due and request a partial Draw Amount to be paid to Contractor. A partial draw may be requested by Contractor and is subject to the same terms as stated above in paragraph 3.2.

RC-9

  
 Owner's Initials

  
 Contractor Initials